

**SEMINOLE COUNTY GOVERNMENT  
AGENDA MEMORANDUM**

**SUBJECT:** Miscellaneous Contract M-600212-07/BJC - General Lake Management Services and Assistance.

**DEPARTMENT:** Administrative Services

**DIVISION:** Purchasing and Contracts

**AUTHORIZED BY:** Frank Raymond

**CONTACT:** Lisa Spillman

**EXT:** 7118

**MOTION/RECOMMENDATION:**

Waive the procurement process and approve Amendment #2 for an additional three (3) year term to M-600212-07/BJC -General Lake Management Services and Assistance with Dean Enterprises, Orlando, Florida, with an estimated annual amount \$49,900.00.

County-wide

Ray Hooper

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**BACKGROUND:**

The Lake Management Program (LMP) was initiated to address state and federally mandated assessments and restoration projects for water bodies that have been identified as impaired (i.e. do not meet state water quality standards verified by Florida Department of Environmental Protection (FDEP)). The successful implementation of this program requires that professional services be contracted in order to bring appropriate expertise to various activities. Dean G. Barber, of Dean Enterprises, has over 30 years experience in lake and aquatic plant management applications as administrator for the Bureau of Invasive Plant Management-FDEP and provides the necessary expertise to develop general lake assessments, permitting expertise and treatment prescriptions for whole lake restorations as well as other services listed in the attached scope of work. These services are within the scope/funding of the current LMP budget as well as funds allocated from the Aquatic Weed Control (portion of the MSBU administrative fee to the Lake Management Program) for LMP support services.

Amendment #2 will retain the services of the current contractor, Dean Enterprises, and extend the term of M-600212-07/BJC for an additional three (3) years through June 30, 2012. Mr. Dean G. Barber, Dean Enterprises, provides expertise in lake management services and firsthand knowledge of Seminole County's operations (i.e. MSBU petition process and LMP interactions) that is both cost effective and unique on lake management services which have been advantageous to the County. A purchase order will be issued against M-600212-07 to encumber the funds.

Supporting Documents include the Miscellaneous Contract Amendment #2 including the Scope of Services and Proprietary Source Form.

**STAFF RECOMMENDATION:**

Staff recommends that the Board to waive the procurement process and approve Amendment #2, Additional three (3) year term to M-600212-07/BJC - General Lake Management Services and Assistance with Dean Enterprises, Orlando, Florida, with an estimated annual amount \$49,900.00.

**ATTACHMENTS:**

1. Amendment #2

**Additionally Reviewed By:**

☒ County Attorney Review ( Ann Colby )

## AMENDMENT #2

**Board of County Commissioners  
SEMINOLE COUNTY, FLORIDA**

**MISCELLANEOUS CONTRACT  
NUMBER: M-600212-07/BJC**

Contract Title: General Lake Management Services and Assistance

Contractor: Dean Enterprises  
Address: 2944 Summer Swan Drive  
Orlando, FL 32825

Telephone No.: 407-381-1144  
Fax No.: 407-381-1144

### ATTACHMENTS TO THIS CONTRACT:

- ☒ scope of services
- ☐ special conditions
- ☐ Sample of Purchase Order

### METHOD OF COMPENSATION:

The total annual compensation paid to the Contractor pursuant to this Agreement, including reimbursable expenses, shall not exceed the approved amount Budgeted annually by the COUNTY for **Lake Management Services and Assistance (\$49,900.00 per year @ \$30.00/hour) extended until June 30, 2012.**

**TIME FOR COMPLETION:** In consideration of the mutual understandings and agreement contained herein, the parties agree Basic Contract Number M-600212-07/BJC dated June 21, 2007, and amended on May 1, 2008 is amended as follow: The services to be rendered by the CONTRACTOR shall commence as specified in such Purchase Orders as may be issued hereunder, not to exceed June 30, 2012.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

### ATTEST:

\_\_\_\_\_  
, Secretary  
(CORPORATE SEAL)

### Dean Enterprises

By: \_\_\_\_\_  
Dean Barber, President

Date: \_\_\_\_\_

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BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

### ATTEST:

\_\_\_\_\_  
MARYANNE MORSE  
Clerk to the Board of County Commissioners  
of Seminole County, Florida

By: \_\_\_\_\_  
ROBERT E. DALLARI, Chairman

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

As authorized for execution by the Board of  
County Commissioners at their

Approved as to form and legal sufficiency

\_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney

## **AGREEMENT GENERAL TERMS AND CONDITIONS**

**SECTION 1. INTRODUCTION.** The COUNTY desires to retain the services of a competent and qualified Contractor to provide the services specified in Exhibit "A". Therefore, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the Contractor agree as follows:

**SECTION 2. SERVICES.** The COUNTY does hereby retain the CONTRACTOR to furnish those services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY. Each Purchase Order shall describe the services required and shall state the dates for completion and establish the amount and method of payment.

**SECTION 3. COMPENSATION:** (a) The COUNTY agrees to compensate the CONTRACTOR for the services called for under this Agreement on a "Fixed Fee" basis, including any and all reimbursable expenses. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually for these services. (b) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information required by this Agreement. (c) The original invoice shall be sent to:

Director of County Finance  
Seminole County Board of County Commissioners  
Post Office Box 8080  
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

**Public Works Department/Roads-Stormwater Division  
Water Quality Section  
177 Bush Loop  
Sanford, FL 32773**

**SECTION 4. GENERAL TERMS OF PAYMENT AND BILLING.**

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement and the amount of the Purchase Order herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to CONTRACTOR may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to CONTRACTOR. Conduct of this audit shall not delay final payment as required by this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work performed under this Contract in such a manner as will readily

conform to the terms of this Contract and to make such materials available at CONTRACTOR'S office at all reasonable times during the Contract period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in subsection (b) of this Section reveals any overpayment by COUNTY under the terms of the Contract, CONTRACTOR shall refund such overpayment to COUNTY within thirty (30) days of notice by the COUNTY.

**SECTION 5. RESPONSIBILITY OF CONTRACTOR.** Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR'S negligent or wrongful performance of any of the services furnished under this Agreement.

**SECTION 6. TERMINATION.** (a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Contract, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR'S Contract obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) Immediately discontinue all services affected unless the notice directs otherwise, and

(2) Deliver to the COUNTY all plans, studies, reports, estimates, summaries, and such other information and materials as may have been accumulated by the CONTRACTOR in performing this Contract, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for acceptable services performed to the date of termination. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Contract.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Contract obligations, the COUNTY may take over the work and prosecute the same to completion by Contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Contract obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Contract price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

**SECTION 7. AGREEMENT AND PURCHASE ORDER IN CONFLICT.** Whenever the terms of this Agreement conflict with

any Purchase Order issued pursuant to it, the Agreement shall prevail.

**SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT.**

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Contract because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 9. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For the breach or violation of this provision, COUNTY shall have the right to terminate the Contract at its discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**SECTION 10. CONFLICT OF INTEREST.** (a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY. (b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government. (c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

**SECTION 11. ASSIGNMENT.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the opposite party and only by a document of equal dignity herewith.

**SECTION 12. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Contract, requires the services of any subcontractors or other professional associates in connection with service covered by this Contract, CONTRACTOR must secure the prior written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Contract, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

**SECTION 13. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by the CONTRACTOR.

**SECTION 14. INSURANCE.** (a) Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR'S sole expense, procure, maintain and keep in force amounts and types of insurance

conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Contract, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Contract completion date. **The Insurance Certificate shall have this Contract number clearly marked on its face.** The amounts and types of insurance shall conform to the following minimum requirements.

(b) Coverage. The insurance provided by CONTRACTOR pursuant to this Contract shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(c) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Contract shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(d) Obligations. Compliance with the following insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Contract.

**(1) Workers' Compensation/Employer's Liability.** (A) CONTRACTOR'S insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$ 100,000.00	(Each Accident)
\$ 100,000.00	(Disease-Policy Limit)
\$ 100,000.00	(Disease-Each

Employee)

**(2) Commercial General Liability.** (A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

**(3) Business Auto Policy.** (A) The CONTRACTOR'S insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

Each Occurrence Bodily	\$300,000.00
Injury and Property Damage	
Liability Combined	

**SECTION 15. ALTERNATIVE DISPUTE RESOLUTION (ADR).**

(a) In the event of a dispute related to any performance or payment obligation arising under this Contract, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

**SECTION 16. REPRESENTATIVE OF THE COUNTY AND THE CONTRACTOR.**

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Contract will arise. The COUNTY, upon request by CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the Contract shall be addressed. The designated representative(s) shall have the authority to transmit instructions, receive information and interpret and define the COUNTY'S policy and decisions pertinent to the work covered by this Contract.

(b) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Contract and shall keep COUNTY continually advised of such designation.

**SECTION 17. ALL PRIOR AGREEMENTS SUPERSEDED.** This document incorporates and includes all prior negotiations, correspondence, conversations, Contracts or understandings applicable to the matters contained herein and the parties agree

that there are not commitments, Contracts or understandings concerning the subject matter of this Contract that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or Contracts, whether oral or written.

**SECTION 18. MODIFICATIONS, AMENDMENTS OR ALTERATIONS.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

**SECTION 19. INDEPENDENT CONTRACTOR.**

It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the CONTRACTOR including its officers, employees, and agents, the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 20. EMPLOYEE STATUS.**

Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Contract shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY'S officers and employees either by operation of law or by the COUNTY.

**SECTION 21. SERVICES NOT PROVIDED FOR.**

No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 22. PUBLIC RECORDS LAW.**

CONTRACTOR acknowledges COUNTY'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

**SECTION 23. RIGHTS AT LAW RETAINED.**

The rights and remedies of the COUNTY, provided for under this Contract, are in addition to any other rights and remedies provided by law.

**SECTION 24. COMPLIANCE WITH LAWS AND REGULATIONS.**

In providing all services pursuant to this Contract, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Contract, and shall entitle the COUNTY to terminate this Contract immediately upon delivery of written notice of termination to the CONTRACTOR.

## SCOPE OF SERVICES

Dean Enterprises, hereinafter called the Consultant, shall provide consultation, advice and facilitation on all aspects of freshwater ecosystem management including streams, rivers and lakes, particularly as it pertains to integrated aquatic management (herbicides, algaecides, mechanical, water level fluctuation & biological methods), aquatic plant management, invasive plant management, and coordinated adjacent upland plant management. Periodic reports, including general lake assessments and treatment prescriptions, with focus on TMDL managed waterbodies, shall be provided as requested by the County's Lake Management Program Senior Scientist/Coordinator. Services shall include facilitating an effective interface and communication with Seminole County Lake Management Program, Water Quality Section staff, and federal, state, water management, municipal agencies, lake associations, private contractors, and other related civic groups, individuals and organizations.

Consultant shall additionally provide consultation, advice and facilitation to appropriate County staff on operation of watercraft, piloting, boatmanship and seamanship to include be not limited to watercraft and airboats to 30' feet in length.

Consultant shall be compensated the rate of \$30.00 per hour by Seminole County for the above stated services. Invoices shall be submitted by the Consultant to the County on a monthly basis.

**SEMINOLE COUNTY - PURCHASING AND CONTRACTS DIVISION**

☐ SINGLE SOURCE

☐ SOLE SOURCE

☒ PROPRIETARY SOURCE

Date Requested: 3-17-2009

JDE No.: \_\_\_\_\_

Requestor: Gloria Eby Telephone/Ext.: 2439 Department/Division: PW-RS

Description of Products/Services: General Lake Management Services

Make \_\_\_\_\_ Manufacturer \_\_\_\_\_ Model# \_\_\_\_\_

Support justification (Please attach additional information as appropriate):

Lake Management Program (LMP) was initiated to address state and federally mandated assessments and restoration projects for water bodies that have been identified as impaired (i.e. do not meet state water quality standards verified by Florida Department of Environmental Protection [FDEP]). The successful implementation of this program requires that professional services be contracted in order to bring appropriate expertise to various activities. Dean G. Barber, of Dean Enterprises, has over 30 years experience in lake and aquatic plant management applications as administrator for the Bureau of Invasive Plant Management-FDEP and provides the necessary expertise to develop general lake assessments, permitting expertise and treatment prescriptions for whole lake restorations as well as other services listed in the attached scope. These services are within the scope/funding of the current LMP budget as well as funds allocated from the Aquatic Weed Control MSBU (portion of the MSBU administrative fee to the Lake Management Program) for LMP support services. Dean G. Barber provides expertise lake management services and firsthand knowledge of Seminole County's operations (i.e. MSBU petition process and LMP interactions) that is both cost effective and unique.

Proposed Vendor: Dean Enterprises Phone# 407-381-1144

Other Companies contacted: (Attach documentation of each firm contacted)

**Compliance:**

Does the requirement comply with the definition of sole/proprietary source as described in Section 220.4? ☒ Yes ☐ No

Is this commodity or service of a "unique nature" that would support a "Single Source" justification? ☒ Yes ☐ No  
If you answer "YES", please explain in details.

**Necessary:** Is this commodity or service necessary to accomplish the County's task or mission? ☒ Yes ☐ No

**Unique:** Is this commodity or service, or some necessary features, unique to this source? ☒ Yes ☐ No

**Compliance with Bid Tampering (F.S. 838.22) is acknowledged by signatures below:**

Requesting Division Manager's Signature: [Signature] Date: 3/17/09

Requesting Department Director's Signature: [Signature] Date: 3/17/09

**Purchasing and Contracts Division Determination:**

Analyst	<input type="checkbox"/> Approval	<input type="checkbox"/> Disapproval	Date: _____
Supervisor/Manager	<input type="checkbox"/> Approval	<input type="checkbox"/> Disapproval	Date: _____

Description Posted (at least 7 business days): From \_\_\_\_\_ to \_\_\_\_\_  
Determination Posted (at least 3 business days): From \_\_\_\_\_ to \_\_\_\_\_  
BCC Date, if applicable: \_\_\_\_\_

Comments: \_\_\_\_\_

Purchase Order No.: \_\_\_\_\_ Amount of Purchase: \$ \_\_\_\_\_